



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

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First District

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December 2, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO AMEND AGREEMENT NO. H207535 WITH STEVEN HIRSCH  
& ASSOCIATES FOR THE PROVISION OF INFECTION CONTROL  
SURVEILLANCE AND PREVENTION SERVICES  
(4th District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of Health Services, or his designee, to sign Amendment No. 4 to Infection Control Services Agreement No. H207535 with Steven Hirsch & Associates, substantially similar to Exhibit I, to: 1) extend the term on a month-to-month basis for a maximum of 18 months through June 30, 2006, with a maximum obligation of \$96,017; and 2) convert the payment structure from the current monthly rate of \$3,730, which requires a minimum of 16 hours per week, to an hourly rate of \$58.30 for the period January 1, 2005 through December 31, 2005, and an hourly rate of \$61.21 for the period January 1, 2006 through June 30, 2006, with no minimum number of hours per month required but with services limited to a maximum number of 90 hours per month.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:**

In approving the recommended actions, the Board is authorizing the Director of Health Services, or his designee, to execute an Amendment with Steven Hirsch & Associates to continue the provision of infection control services at Rancho Los Amigos National Rehabilitation Center (Rancho).

Agreement No. H207535 was approved by your Board on April 30, 2002 and was subsequently amended and extended through December 31, 2004, with the implicit understanding that the Department would utilize a County employee certified to perform such services effective January 1, 2005.

Rancho did hire an individual to perform these services on May 24, 2004; however, that Infection Control Program Manager left County service effective October 31, 2004. While Rancho hired a new Infection Control Program Manager effective November 1, 2004, she requires additional practical experience before she can be certified. The Department is therefore requesting an extension to the term of the Infection Control Services Agreement to maintain Infection Control Program services required by State regulations and Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards.

The Department is also requesting that compensation for the Contractor be revised from the current monthly rate of \$3,730 which requires a minimum of 16 hours per week, to an hourly rate of \$58.30 for the period January 1, 2005 through December 31, 2005, and an hourly rate of \$61.21 for the period January 1, 2006 through June 30, 2006. A minimum number of hours per month will not be required but services are limited to a maximum of 90 hours per month. This change will ensure that Rancho has access to Infection Control Program services only when needed by providing the flexibility to reduce usage and eventually terminate the contract once the new Infection Control Program Manager is certified. The Department is recommending acceptance of the contractor's request for an increase because the contractor is unwilling to extend the agreement without an increase to cover the costs of providing this service and the contractor is integral to providing safe patient care for the type of patients receiving care at Rancho. Due to the contractor's expertise and experience at Rancho, very minimal supervision is required which reduces internal costs.

#### IMPLEMENTATION OF STRATEGIC PLAN GOALS

The actions meet the County's Strategic Plan Goal of Service Excellence by promoting best practice in patient care.

#### FISCAL IMPACT/FINANCING

The maximum cost of Amendment No. 4 to Agreement No. H207535 will be \$62,964 for Calendar Year 2005 and \$33,053 for January 1, 2006 through June 30, 2006. The proposed hourly rate will be \$58.30 with a maximum of 90 hours per month for Calendar Year 2005 and an hourly rate of \$61.21 for the period of January 1, 2006 through June 30, 2006.

Funding is included in the Department of Health Services' Fiscal Year 2004-05 Adopted Budget and will be requested, as necessary, in future fiscal years.

The Honorable Board of Supervisors  
December 2, 2004  
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

An Infection Control surveillance and protection services program is mandated by Title 22 of the California Code of Regulations and by JCAHO. Such program must be managed by one or more individuals who have successfully completed a course of study in Infection Control and are certified to perform such services.

This Agreement was approved by the Board on April 30, 2002 for a 14-month term ending June 30, 2003, and subsequently amended to revise certain terms and conditions and extend the Agreement through December 31, 2004.

The Amendment, Exhibit I, has been approved as to form by County Counsel. Attachment A provides additional information.

CONTRACTING PROCESS:

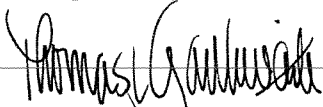
This is an Amendment to a sole source agreement, therefore, the services were not advertised on the Countywide Website as a business opportunity.

IMPACT ON SERVICES (OR PROJECTS):

Upon approval, Infection Control services will continue uninterrupted at Rancho as required by JCAHO and State licensing requirements.

When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director of Health Services and Chief Medical Officer

TLG:ds

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
ICBLET-2005

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Infection Control Surveillance and Prevention Services

2. AGENCY ADDRESS AND CONTACT PERSON:

Steven R. Hirsch, President  
Steven Hirsch & Associates  
Centennial Plaza  
18837 Brookhurst Street, Suite 209  
Fountain Valley, CA 92708-7302

Phone: (714) 965-2800  
Fax: (714) 962-3800  
E-Mail: stevenhirsch@shassociates.com

3. TERM:

Amendment No. 4 to Agreement No. H207535 will extend the term on a month-to-month basis for a maximum of 18 months through June 30, 2006.

4. FINANCIAL INFORMATION:

The cost of Amendment No. 4 to Agreement No. H207535 will be \$62,964, net County cost for Calendar Year 2005 and \$33,053 for January 1, 2006 through June 30, 2006. Funding is included in the Department of Health Services' Fiscal Year 2004-05 Adopted Budget and will be requested in the Fiscal Year 2005-06 budget.

5. APPROVALS:

Rancho Los Amigos National Rehabilitation Center:	Valerie Orange
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Anita Lee, Principal Deputy

INFECTION CONTROL SERVICES AGREEMENT

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

STEVEN HIRSCH & ASSOCIATES  
(hereafter "Contractor").

WHEREAS, the parties have entered into a certain document  
entitled "Infection Control Services Agreement", dated April 30,  
2002 and further identified as County Agreement No. H-207535 and  
amendments thereto (all hereafter referred to as "Agreement");  
and

WHEREAS, the parties wish to amend Agreement to extend the  
term and revise certain provisions under said Agreement; and

WHEREAS, Agreement provides that changes may be made in the  
form of a written amendment which is formally approved and  
executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. The provisions of this Amendment shall become effective  
January 1, 2005.

2. Agreement Paragraph 1, TERM, shall be revised to read as  
follows:

"1. TERM: The term of this Agreement shall commence on April 30, 2002 and shall continue on a month-to-month basis with an expiration of no later than June 30, 2006, unless sooner canceled or terminated as provided herein."

3. Exhibit B-3, BILLING AND PAYMENT, attached hereto and incorporated herein by reference, shall be added to Agreement, and shall be effective for services provided on or after January 1, 2005.

4. Agreement Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be revised to read as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: The maximum obligation of County for Contractor performance under this Agreement for the period effective April 30, 2002 through December 31, 2004 shall not exceed One Hundred Twenty-Five Thousand Eight Hundred Seventy Dollars and Eighty cents (\$125,870.80). The maximum obligation of County for Contractor performance under this Agreement for the period January 1, 2005 through December 31, 2005 shall not exceed Sixty-Two Thousand, Nine Hundred Sixty-Four Dollars (\$62,964). The maximum obligation of County for Contractor performance under this Agreement for the period January 1, 2006 through June 30, 2006 shall not exceed Thirty-Three Thousand Fifty-Three Dollars (\$33,053)."

5. Except for the changes set forth herein above, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by it duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical  
Officer

STEVEN HIRSCH & ASSOCIATES  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

BILLING AND PAYMENT

A. Subject to body of this Agreement, County shall compensate Contractor as set forth in this Exhibit. County's maximum obligation under this Agreement may not exceed the Board approved amount, regardless of amounts billed, unless the Agreement is amended by County's Board of Supervisors to provide a higher maximum obligation.

B. Compensation to Contractor for the provision of Infection Control Services during the period January 1, 2005 through December 31, 2005, shall be based on the hourly rate of \$58.30, and during the period January 1, 2006 through June 30, 2006, the hourly rate shall be \$61.21, pro-rated for each quarterly portion thereof. Contractor agrees to provide such time as is necessary to perform the services required under this Agreement, up to a maximum of ninety (90) hours per month. All such service hours shall be performed on-site at the Medical Center.

C. Contractor shall maintain for County a record of all time allocated to this project.

D. County shall pay Contractor within thirty (30) calendar days following receipt of an accurate and complete invoice. Such invoice shall, at a minimum, include each date on which services were provided, the number of hours or quarterly portion thereof rounded up to the nearest quarter hour, provided on each date and the name of the individual or individual providing the service.

E. County's billing address is:

Rancho Los Amigos National Rehabilitation Center  
7601 E. Imperial Highway  
Downey, CA 90242  
Attention: Expenditure Management